



Government of Telangana
Registration And Stamps Department

2244/2023
RETURNED

Payment Details - Citizen Copy - Generated on 24/04/2023, 12:21 PM

SRO Name: 1526 Kapra

Receipt No: 2469

Receipt Date: 24/04/2023

Name: ANAND S.MEHTA

CS No/Doct No: 2280 / 2023

Transaction: Sale Deed

Challan No:

E-Challan No: 733BYR200423

Chargeable Value: 8161000

DD No:

DD Dt:

Challan Dt:

E-Challan Dt: 20-APR-23

Bank Name:

Bank Branch:

E-Challan Bank Name: SBIN

E-Challan Bank Branch:

Account Description

Amount Paid By

	Cash	Challan	DD	E-Challan
Registration Fee				40805
Transfer Duty /TPT				122415
Deficit Stamp Duty				448755
User Charges				1000
Mutation Charges				8161
Total:				621136

In Words: RUPEES SIX LAKH TWENTY ONE THOUSAND ONE HUNDRED THIRTY SIX ONLY

OTD
922430

223
2023

2280

Doc no. 2244/2023.



తెలంగాణ తెలంగాణ TELANGANA

S.No. 3417 Date: 25-03-2023

Sold to: M. MAHENDAR

S/O. LATE M. MALLESH

For Whom: M/s. MODI REALTY MALLAPUR LLP

[Signature] AT 402341
K. SATISH KUMAR

LICENSED STAMP VENDOR

LIC No. 16-05-059/2012, R.No. 16-05-029/2021

Plot No. 227, Opp Back Gate of City Civil Court

West Marredpally; Sec'bad.

SALE DEED

This Sale deed is made and executed on this the 24th day of April, 2023 at S.R.O, Kapra, Medchal-Malkajgiri District by and between:

1. M/s. Modi Realty Mallapur LLP (formerly known as M/s. Modi Estates) a registered LLP having its office at 5-4-187/3 & 4, Soham Mansion, II floor, M. G. Road, Secunderabad-500 003, represented by its authorised representative, Shri. Anand S. Mehta, S/o. Shri Suresh U. Mehta, aged about 46 years, Occupation: Business. {Pan No. AAEFM1459R}.
2. M/s. Gulmohar Residency {Pan No. AAGFG4971Q}, a registered partnership firm having its office at Plot No. 8, Road No. 5, Nacharam Industrial Area, C/o. Dilpreet Tubes, Hyderabad-500 067, represented by its Joint Development Agreement cum General Power of Attorney holder, M/s. Modi Realty Mallapur LLP vide document no. 3741/2019, dated 08.07.2019 registered at SRO, Kapra.,
3. M/s. Jade Estates {Pan No. AAFFJ2885D}, a registered partnership firm having its office at Plot No. 8, Road No. 5, Nacharam Industrial Area, C/o. Dilpreet Tubes, Hyderabad-500 067, represented by its Joint Development Agreement cum General Power of Attorney holder, M/s. Modi Realty Mallapur LLP vide document no. 3741/2019, dated 08.07.2019 registered at SRO, Kapra.,

For Modi Realty Mallapur LLP

[Signature]
Authorised Signatory

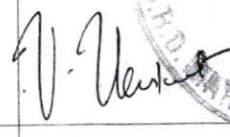
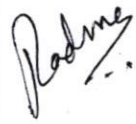
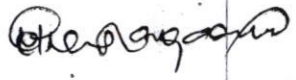
[Signature]

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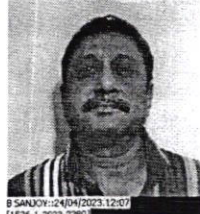
Presentation Endorsement:

Presented in the Office of the Sub Registrar, Kapra along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 40805/- paid between the hours of 12 and 1 on the 24th day of APR, 2023 by Sri Anand S.Mehta

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL		 VELURI VENKAT [1526-1-2023-2280]	VELURI VENKAT S/O. LATE.V.S.R.MURTHY HNO.3-12-53 GANESH NAGAR, RAMANTHAPUR HYD	
2	CL		 VELURI PADMAVATHI [1526-1-2023-2280]	VELURI PADMAVATHI W/O. VELURI VENKAT HNO.3-12-53 GANESH NAGAR, RAMANTHAPUR HYD	
3	EX		 K PRABHAKAR REDDY [1526-1-2023-2280]	K PRABHAKAR REDDY (GPA VIDE DOCT NO.105/IV/2021 DT.30-04-2021 AT SRO KAPRA) S/O. K.PADMA REDDY 5-4-187/3 AND 4, 2 FLOOR, SOHAM, MANSION, HYDERABAD	

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
1		 B SANJOY [1526-1-2023-2280]	B SANJOY R/O.HYD	
2		 B JAYATI [1526-1-2023-2280]	B JAYATI R/O.HYD	

24th day of April, 2023

Signature of Sub Registrar
Kapra

E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX9204 Name: Kandi Prabhakar Reddy	Amberpet, Hyderabad, Telangana, 500013	
2	Aadhaar No: XXXXXXXX2198 Name: Veluri Padmavathi	C/O, ramanthapur, Hyderabad, Andhra Pradesh, 500013	

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2244/2023. Sheet 1 of 17 Sub Registrar
Kapra

Parties in Sl. No. 2 & 3 are being represented by their Joint Development Agreement cum General Power of Attorney holder, M/s. Modi Realty Mallapur LLP, a registered LLP having its office at 5-4-187/3 & 4, Soham Mansion, II floor, M. G. Road, Secunderabad-500 003, represented by its authorised representative, Shri. Anand S. Mehta, S/o. Shri Suresh U. Mehta, aged about 46 years, Occupation Business, by way of document no. 3741/2019, dated 08.07.2019 registered at SRO, Kapra.

Hereinafter referred the parties are collectively referred to as the Vendor and severally as Vendor no.1, Vendor no.2, Vendor no.3 respectively.

IN FAVOUR OF

1. Mrs. Veluri Padmavathi, Wife of Mr. Veluri Venkat, aged about 52 years, Occupation: Housewife (Pan No.AKVPV4127E, Mobile No.90309 34249) and
2. Mr. Veluri Venkat, Son of Late V. S. R. Murthy, aged about 55 years, Occupation: Service both are residing at H. No. 3-12-53, Ganesh Nagar, Ramanthpur, Hyderabad-500 013 (Pan No.AAYPV2092F, Mobile No.80745 28381) hereinafter jointly referred to as the 'Purchasers'

The term Vendor and Purchaser shall mean and include wherever the context may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

Wherever the Vendor/Purchaser is a female or groups of persons, the expressions 'He, Him, Himself, His' occurring in this deed in relation to the Purchaser shall be read and construed as 'She, Her, Herself or 'They, It'. These expressions shall also be modified and read suitably wherever the Vendor/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

1. TITLE OF PROPERTY:

- 1.1 Late Sri M. Venkata Narasimha Rao, was the original pattedar of land admeasuring about Ac. 15-30 Gts., in Sy. No. 19 of Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District), Telangana.
- 1.2 The name of Late Sri M. Venkata Narasimha Rao has been duly recorded as the pattedar and possessor in the Khasra Pahanis for the year 1954-55, Cheesala Pahanis for the year 1955-58 and in the Pahanis from 1959 onwards at the office of the Mandal Revenue Office, Uppal Mandal, Medchal-Malkajgiri District, Telangana.
- 1.3 Upon the death of Late Sri M. Venkata Narasimha Rao, his son Sri M. Venkata Rama Rao became the sole owner and pattedar of the above referred land. A Succession Certificate was issued by the Taluka Office on 02.07.1964, File No. D1/4734/64 in favour of Sri M. Venkata Rama Rao.
- 1.4 Mr. M. Venkata Rama Rao has from time to time sold portions of Sy. No.19 to intending purchasers and has also surrendered a portion of land in Sy. No. 19 to the Railways (Ac. 2-18 Gts.) and for Road widening (Ac. 0-39 Gts.).
- 1.5 Mr. M. Venkata Ramana Rao, Mrs. M. Geetabai, Mr. M. Venkata Narasimha Rao and Ms. M. Suneetha are the children of Mr. M. Venkata Rama Rao and they have jointly executed a Memorandum of Partition dated 25.03.1981, wherein various joint properties of the family including the above referred land have been partitioned by metes and bounds. By virtue of the Memorandum of Partition land admeasuring Ac. 12-13 Gts. in Sy. No. 19, of Mallapur Village has fallen to the share of Mr. M. Venkata Rama Rao. The above partition has been recorded and mutated in the Revenue Records.

For Modi Realty Mallapur LLP

Anand Mehta
Authorised Signatory

Padma

V. Venkat

E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
3	Aadhaar No: XXXXXXXX1003 Name: Veluri Venkat	C/O, ramanthapur, Hyderabad, Andhra Pradesh, 500013	

Endorsement: Stamp Duty, Transfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description of Fee/Duty	in the Form of						Total
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	100	0	448755	0	0	0	448855
Transfer Duty	NA	0	122415	0	0	0	122415
Reg. Fee	NA	0	40805	0	0	0	40805
User Charges	NA	0	1000	0	0	0	1000
Mutation Fee	NA	0	8161	0	0	0	8161
Total	100	0	621136	0	0	0	621236

Rs. 571170/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 40805/- towards Registration Fees on the chargeable value of Rs. 8161000/- was paid by the party through E-Challan/BC/Pay Order No ,733BYR200423 dated ,20-APR-23 of ,SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 621186/-, DATE: 20-APR-23, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 3788641888417, PAYMENT MODE: NB-1001138, ATRN: 3788641888417, REMITTER NAME: VELURI VENKAT, EXECUTANT NAME: GULMOHAR RESIDENCY, CLAIMANT NAME: VELURI VENKAT AND OTHERS).

Date:

24th day of April, 2023

Signature of Registering Officer

Kapra

Certificate of Registration

Registered as document no. 2244 of 2023 of Book-1 and assigned the identification number 1526 - 2244 - 2023 for Scanning on 24-APR-23 .

Registering Officer

Kapra

(E.Rajasekhar Reddy)

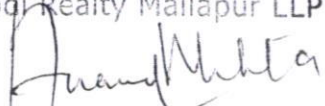


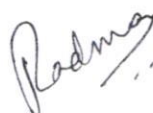
- 1.6 Accordingly, Mr. Venkata Rama Rao became the pattedar, possessor and absolute lawful owner of land admeasuring Ac. 12-13 Gts. forming a portion of Sy. No. 19 of Mallapur Village, Uppal Mandal, Ranga Reddy District. He sold Ac. 4-00 gts., to M/s. Gulmohar Residency and Ac. 4-00 gts., to Jade Estates, out of the land owned by him, as per details given under.
- 1.7 M/s. Gulmohar Residency (Vendor no. 2 herein) became the absolute owner of land in Sy. Nos. 19, situated at Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District, (formerly known as Ranga Reddy District), Telangana admeasuring about Ac. 4-00 Gts. by virtue of registered sale deed dated 22.12.2005, bearing document no.12683/05 registered at the office of the Sub-Registrar, Uppal, (hereinafter this land is referred to as the Scheduled A Land and is more fully described at the foot of the document).
- 1.8 M/s. Jade Estates (Vendor no.3 herein) became the absolute owner of land in Sy. Nos. 19, situated at Mallapur Village, Uppal Mandal, Medchal- Malkajgiri District, (formerly known as Ranga Reddy District), Telangana admeasuring about Ac. 4-00 Gts. by virtue of registered sale deed dated 22.12.2005, bearing document no. 12684/05 registered at the office of the Sub-Registrar, Uppal, (hereinafter this land is referred to as the Scheduled B Land and is more fully described at the foot of the document).
- 1.9 The total land owned by Vendor no. 2 & Vendor no. 3 admeasuring Ac. 8-00 gts., forming a part of Sy. No. 19, situated at Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District) Telangana is hereinafter referred to as the Scheduled Land and is more fully described at the foot of the document.
- 1.10 Accordingly, Vendor no. 2 has become owner of 50% share in the Scheduled Land and Vendor no. 3 has become owner of 50% share in the Scheduled Land.
- 1.11 The Vendor no.1 has agreed to take on development the Scheduled Land from the Vendor no. 2 and Vendor no. 3, for construction of a Housing Project with 6 floors of flats, 2 basements for parking, along with certain common amenities and entered in to a Joint Development Agreement cum General Power of Attorney bearing document no. 3741/2019, dated 08.07.2019 registered at SRO, Kapra.
- 1.12 The flat being sold under this deed along with parking space, undivided share of land and common amenities for joint enjoyment; details of which are given in Annexure-A, fall to the share of the Vendor no.1 and the Vendor no.1 is absolutely entitled to sell the said flat to any intending purchaser without further reference to the Vendor no. 2 and Vendor no. 3.
- 1.13 The Vendor has registered the Housing Project under the Provisions of the RERA Act with the Telangana Real Estate Regulatory Authority at Hyderabad on 05.09.2019 under registration no. P02200001129.

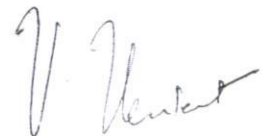
2. DETAILS OF PERMITS:

- 2.1 The Vendor / Owners have obtained permission from GHMC vide permit no. 1/C/05652/2021 dated 17.04.2021 for developing the Scheduled Land into a residential complex consisting of 345 flats with two basements, six upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

For Modi Realty Mallapur LLP


Authorised Signatory





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Kapra



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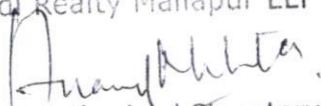
- 2.2 As per building permit order, other correspondence and documentation with GHMC and other departments the proposed development of flats in the 6 upper floors (excluding the parking floors in the basement) has been referred to as ground floor, first floor, second floor and so on. However, in the documentation between the Vendor and the Purchaser (including in the registered JDA) the flats on each floor have been labeled as A101, A201, A301 and so on till A601, signifying block number, floor number and flat number. For the purpose of this agreement 6 floors have been numbered as first floor, second floor till sixth floor. The usage of the term 'ground floor' has been avoided. An example for flat no. 5 in block A is given under.

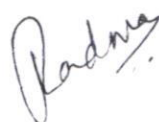
Block no. in GHMC plan	Flat no. in GHMC plan	Floor no. in GHMC plan	Flat no. assigned in Agr. of Sale	Floor no. given in Agr. of Sale
A	5	Ground	A 105	First
A	5	First	A 205	Second
A	5	Second	A 305	Third
A	5	Third	A 405	Fourth
A	5	Fourth	A 505	Fifth
A	5	Fifth	A 605	Sixth

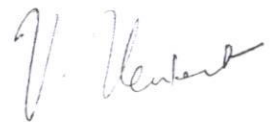
3. PROPOSED DEVELOPMENT:

- 3.1. The Vendor proposes to develop the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:
- 3.1.1. 8 blocks of flats labeled as A, B, C, D, E, F, G & H are proposed to be constructed.
 - 3.1.2. Each block consists of 5/6 floors.
 - 3.1.3. Parking is proposed to be provided on two basements floors common to all the blocks.
 - 3.1.4. Total of 345 flats are proposed to be constructed.
 - 3.1.5. Blocks may be constructed in phases and possession shall be handed over for blocks that have been completed.
 - 3.1.6. Clubhouse consisting of 6 floors admeasuring about 24,842 sft is proposed to be constructed. Other amenities and facilities proposed to be provided are – swimming pool, roads, landscaped gardens, children's park, lawns for banquet, generator for backup, compound wall, security kiosk, overhead tanks, sumps, etc.
 - 3.1.7. Each flat shall have a separately metered electric power connection.
 - 3.1.8. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tankers.
 - 3.1.9. Connection for drinking water shall be provided in each flat. Drinking water shall be provided by an onsite RO plant and / or municipal water connection.
 - 3.1.10. The proposed flats will be constructed strictly as per the design proposed by the Vendor. The Vendor reserves the absolute right to design or make changes to the scheme of design, colors and use of finishing material for the proposed flats, blocks, clubhouse, common amenities, etc., as it deems fit and proper.
 - 3.1.11. Purchaser shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
 - 3.1.12. The Vendor shall provide amenities and facilities on the Scheduled Land in phases and all the amenities and facilities proposed to be provided shall be completed on or before completion of the last phase of development of flats/blocks.
 - 3.1.13. The net extent of land being developed is 27,216 sq. yds., after leaving 483.75 sq. yds for road widening. Each flat has been assigned proportionate undivided share from the net land for development.

For Modi Realty Mallapur LLP


Authorised Signatory





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- 3.2. The proposed project of development on the entire Scheduled Land is styled as 'Gulmohar Residency' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as 'Gulmohar Residency' shall always be called as such and shall not be changed.

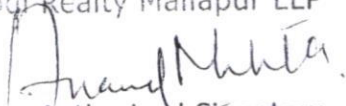
4. SCHEME OF SALE / PURCHASE :

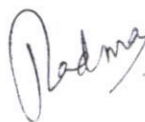
- 4.1 By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell the flats to any intending purchaser.
- 4.2 The Vendor proposes to sell each flat (apartment) to intending purchasers along with the reserved car parking space in the parking floors and proportionate undivided share of the Scheduled Land. The flat along with the parking space and undivided share of land shall be sold as the composite unit and cannot be separated into its constituent parts. The flat being sold by the Vendor to the Purchaser is detailed in Annexure-A and is hereinafter referred to as the Scheduled Flat.
- 4.3 The Purchasers of the flats in the housing complex shall share all the common amenities provided by the Vendor within the Scheduled Land such as clubhouse, swimming pool, roads, passages, corridors, staircase, open areas, electric power infrastructure, water supply infrastructure, generator backup infrastructure, etc., without claiming exclusive ownership rights on any such common facilities or amenities i.e., such common amenities shall jointly belong to all the eventual flat owners in the Housing Project.
- 4.4 Areas not specifically sold by the Vendor to the prospective purchasers of the Housing Project and that do not form the part of the common amenities described above, like terrace rights, TDR rights, easement rights, open areas not handed over or not forming part of the housing complex, etc., shall continue to belong to the Vendors or its nominees.
- 4.5 That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Purchaser shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner it deems fit without any objection whatsoever from the Purchaser.

5. DETAIL OF FLAT BEING SOLD:

- 5.1 The Vendor hereby sells to the Purchaser a flat in the Housing Project along with reserved car parking space and proportionate undivided share in the Scheduled Land and the details of the flat no., block no., area of flat, car parking, undivided share of land are given in Annexure-A attached to this deed. Hereinafter, the flat mentioned in Annexure-A is referred to as the Scheduled Flat.
- 5.2 Henceforth the Vendor shall not have any right, title or interest in the Scheduled Flat which shall be enjoyed absolutely by the Purchaser without any let or hindrance from the Vendor or anyone claiming through them.
- 5.3 The Vendor hereby covenants that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate the Scheduled Flat unto and in favour of the Purchaser in the concerned departments.
- 5.4 The Vendor hereby covenants that the Vendor has paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Flat payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendor to clear the same.

For Modi Realty Mallapur LLP


Authorised Signatory





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- 5.5 That the Purchaser has examined the title deeds, plans, area/extent of the Scheduled Flat, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Purchaser shall not hereafter, raise any objection on this count.
- 5.6 That the Purchaser has examined the permit for construction obtained by the Vendor and correlated the same with the Scheduled Flat and is fully satisfied with regard to the permit for construction and shall not hereafter, raise any objection on this count.
- 5.7 The plan of the Scheduled Flat constructed is given in Annexure-B attached herein. The layout plan of the Housing Project is attached as Annexure-C herein.
- 5.8 The Vendor has provided plans of the Scheduled Flat to the Purchaser along with details of carpet area, built-up area and super built-up area. The Purchaser has understood these terms and has verified the method adopted for calculating these areas in respect to the Scheduled Flat. The sale consideration mentioned herein is the lump sum amount for the Scheduled Flat. The Purchaser confirms that he shall not raise any objections on this count.

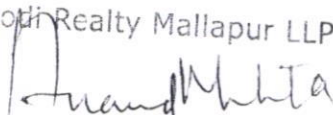
6. SALE CONSIDERATION:

- 6.1 The Vendor hereby sells the Scheduled Flat and the Purchaser hereby shall become the absolute owner of the Scheduled Flat. The Purchaser has paid the entire sale consideration to the Vendor and the Vendor duly acknowledges the receipt of the entire sale consideration and the details of which are mentioned in Annexure-A.
- 6.2 It is specifically agreed between the parties herein that the total sale consideration given herein does not include the cost of enhancing the existing water supply through government/ quazi government authorities like the water board, municipal corporation, municipality, grampanchayat, etc. These charges shall be payable extra as and when the water connection is enhanced by such a government/ quazi government body on a pro-rata basis.

7. COMPLETION OF CONSTRUCTION & POSSESSION:

- 7.1 The Purchaser has inspected the Scheduled Flat and hereby confirms that the construction of the Scheduled Flat has been completed in all respects and that the Purchaser shall not raise any objections on this count hereafter.
- 7.2 Hereafter, the Purchaser shall be responsible for any loss, theft, breakage, damages, trespass and the like and the Purchaser shall also be obliged to pay monthly maintenance charges to the Vendor or the respective society or Association. The Vendor /Association shall be entitled to recover such dues, if any, from the Purchaser.
- 7.3 Hereafter the Purchaser shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Scheduled Flat including property/ municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to the Government or other local bodies or any other concerned body or authority, etc. The Vendor shall be entitled to recover such dues, if any, from the Purchaser.

For Modi Realty Mallapur LLP


Authorised Signatory





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Kapra



7.4 The Purchaser is deemed to have been handed over vacant possession of the Scheduled Flat on this day.

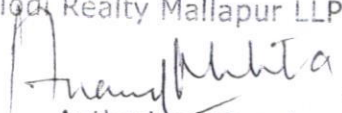
8. OWNERS ASSOCIATION:

- 8.1 That the Purchaser shall become a member of the association / society that has been formed (details of association are given in annexure-A) to look after the maintenance of the Housing Project and shall abide by its rules.
- 8.2 In case the society / association has yet to be formed, the Purchaser shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers, etc., as may be determined by the Vendor.
- 8.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Scheduled Flat, the Association shall be entitled to disconnect and stop providing all or any services to the Scheduled Flat including water, electricity, etc. Further, the Purchaser may be barred from using common amenities like clubhouse, swimming pool, parks, open areas, generator backup, etc., till such time all arrears are cleared.
- 8.4 The Vendor has proposed to deliver the common amenities in phases on or before completion of the last block of flats. The monthly maintenance charges payable by the Purchaser to the Association shall not be linked to provision/completion of common amenities. The Purchaser shall not raise any objection on this count.
- 8.5 The monthly maintenance charges payable to the Association are proposed to be increased from time to time and the Purchaser shall be liable to pay such increased charges.
- 8.6 The Purchaser agrees not to withhold or delay payment of monthly maintenance charges to the Association for any defects in construction. Repairs/correction of defects in construction, if any, is the responsibility of the Vendor and the Purchaser agrees to not withhold payment of monthly maintenance charges.
- 8.7 The Vendor shall be entitled to form the Owners Association and draft its bye-laws as he deems fit and proper. The Vendor and its nominees shall be the founding members of the Association. The Association shall be handed over to the members of the Association (i.e., prospective purchasers) at the time of completion of the entire Housing Project, by calling for elections for its executive committee members. Till such time the Vendor and its nominees shall run the day to day affairs of the Association. The Purchaser shall not raise any objection on this count.

9. RESTRICTION ON ALTERATIONS & USE:

- 9.1 That the Purchaser shall not cut, maim, injure, tamper or damage any part of the structure or any part of the flat nor shall the Purchaser make any additions or alterations in the flat without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Housing Project.

For Modi Realty Mallapur LLP


Authorised Signatory





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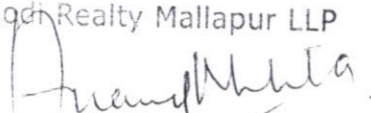


- 9.2 That the Purchaser shall not be allowed to alter any portion of the flat that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period of about 10 to 15 years i.e. upto the ending of year 2030 and all the flats in the Housing Project shall have a similar elevation, color scheme, etc. for which the Purchaser shall not raise any obstructions / objections.
- 9.3 That the Purchaser or any person through him shall keep and maintain the flat in a decent and civilized manner and shall do his part in maintaining the living standards of the flats at a very high level. The Purchaser shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the Housing Project. To achieve this objective the Purchaser, inter-alia shall not (a) throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same. (b) use the flat for any illegal, immoral, commercial & business purposes. (c) use the flat in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the Housing Project (d) store any explosives, combustible materials or any other materials prohibited under any law (e) install grills or shutters in the balconies, main door, etc.; (f) change the external appearance of the flats (g) install cloths drying stands or other such devices on the external side of the flats (h) store extraordinary heavy material therein (i) to use the corridors or passages for storage of material (j) place shoe racks, pots, plants or other such material in the corridors or passages of common use (k) install air-conditioning units or other appliances, including wires and copper piping, that may affect the external appearance of the building (l) make hole for installation of exhaust fan/chimney affecting the external elevation of the Housing Complex (m) dry clothes on the external side of the flats that may affect the external appearance of the building (n) draw outside wires for electric power supply, telephone, cable TV, internet, etc., that may affect the external appearance of the building.
- 9.4 The Vendor/Association shall be entitled to remove any objects like shoe racks, fixture, furniture, air-conditioning units, potted plants, etc., that may be placed by the Purchaser in common areas of the Housing Project without prior intimation or notice. The Association/Vendor shall not be responsible for any damage caused to such fixtures and furniture removed by them. The Vendor/Association shall also be entitled to repair or reconstruct any damage caused by the Purchaser affecting the external appearance of the Housing Project and recover cost of such a repair or reconstruction from the Purchaser.

10. NOC FOR SURROUNDING DEVELOPMENT :

- 10.1 The Vendor proposes to develop other lands in the vicinity of the Scheduled Land in phases. The Vendor may at its discretion merge the entire development of the adjacent lands so developed with the Scheduled Land as a single housing project with some or all amenities being shared by the residents of the houses proposed to be constructed on the Scheduled Land. The Purchaser shall not object to the further developments being taken up on the lands in the vicinity of the Scheduled Land. Further the Purchaser agrees to not raise any objection to amenities like clubhouse, roads, parks, etc., being shared with the owners/residents of the proposed development on the lands in the vicinity of the Scheduled Land. The Purchaser shall not cause any hindrance in access to such lands from the Scheduled Land. Such land in the vicinity of the Scheduled Land may be continuous or disjoint with the Scheduled Land. The Purchaser agrees to issue an NOC for the same to the Vendor as and when called for.

For Modi Realty Mallapur LLP


Authorised Signatory



